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## **Request for Quotes**

**RFQ NO.: DCHE 2010-03**

### **GEOTECHNICAL ENGINEERING SERVICES**

**for**

**Kentucky Courts Park & Garden Project**

**13<sup>th</sup> and C Streets, SE**

**Washington, DC 20003-2344**

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Dear Prospective Respondent:

This letter is a formal request to propose services to the DC Housing Enterprises ("DCHE"), a wholly-owned subsidiary of the District of Columbia Housing Authority ("DCHA"), as needed under the small purchase procurement procedures of this agency.

### **OVERVIEW**

DCHE is seeking qualified respondents to provide support and benefit the DCHA by engaging in activity that will enhance the supply of affordable housing and encourage related community development in and around the District of Columbia. To achieve this goal, DCHA serves as a nonprofit development corporation, alone or in partnership with other development partners, with a primary focus on the acquisition, rehabilitation, development or redevelopment of property that will result in the increase of low-, moderate-, or mixed-income housing and community facilities in the District of Columbia. Through DCHE and its development work, DCHA strives to be a premier, innovative agency that provides core services with excellence and implements creative replicable solutions to internal and external challenges.

### **SCOPE OF WORK**

A community garden and park is planned in Ward 6, at the southeast corner at 13<sup>th</sup> and C Streets, SE, Washington, DC. The garden and park will consist of individual planters, shared gardening area, brick pavers, stone dust pathways, landscaped areas, a water feature/fountain, site lighting, picnic area and pergola.

The existing site is 100% impervious and is currently a vacant asphalt lot with an apron, formerly used as dumpster site for an adjacent development's trash and

debris. The proposed site will be a community park and garden using sustainable materials with very little impervious space. Storm Water Management Plan for the proposed through the use of stone dust paths, stone pavers with non-sealed joints to allow for electrical infiltration, grassed lawn areas, and mulched paths around the garden areas.

The scope of work will consist of the following:

**Pre-Construction:**

1. Conduct site survey;
2. Clear site for utilities and contact Miss Utilities and/or Utility Locator prior to testing activities;
3. Consultant firm shall be licensed to do business in the District of Columbia;
4. Consultant Engineer shall be a PE currently registered in the District of Columbia;
5. Review all existing plans (see Attachment A) and noteworthy reports (DC Office of Historic Preservation) provided by DCHE;
6. Explore and evaluate the subsurface soil, unsuitable fill soils and groundwater conditions;
7. Stake-out at least five (5) test borings based on site plans provided by DCHE; Boring depth shall be based on industry standards, proposed design, subsurface and existing conditions; state in your proposal boring quantity, depth(s) and rational or basis for quantity and location of proposed test borings;
8. Backfill damaged surfaces caused during testing;
9. Consultant Engineer will be responsible for any damages to property or adjacent property that occurs during testing;
10. Consultant Engineer shall obtain and test representative soil samples for identification, classification and analysis;
11. Consultant Engineer shall provide written report with recommendations based on the existing conditions, proposed design, field survey and laboratory tests/analysis;
12. Submit written report within three (3) weeks of testing; An electronic media submission as a "pdf" file and/or mailed on a CD;



13. Obtaining permit for soil borings, if applicable ;
14. Consultant shall mobilize and begin work within five (5) calendar days of receiving Notice to Proceed;
15. All work pertaining to the pre-construction scope of work shall be completed within thirty (30) calendar days of receipt of Notice to Proceed;
16. Consultant Engineer shall provide a breakdown of his/her fee for all services described herein;

**During Construction:**

17. Construction management fee of services as it related to the compaction test and concrete tested once construction has began;
18. Conduct periodic site visits and written reports at the request of DCHE to i.e. – compaction tests, certify soil bearing tests for footers, concrete slump tests and/or break tests;

The contract for these services shall be firmed fixed price except for site visits. Consultants fees shall include, but not limited to, the cost for each soil boring with report on an hourly basis, and a separate hourly rate for conducting compaction and concrete testing.

**Project Duration:** The duration of the contract will be from the date of execution of a finalized contract document through September 1, 2010. The contract amount shall not exceed \$100,000.00 in accordance with the DCHE's small purchase procurement requirements.

Anticipated Start Date: **Wednesday, March 3, 2010**

Anticipated Completion Date: **Wednesday, September 1, 2010**

*This procurement is being funded by the U.S. Department of Housing and Urban Development with funds made available by the American Recovery and Reinvestment Act (ARRA) of 2009, P.L. 111-5 (Recovery Act). The contractor will be subject to the additional requirements included in **Attachment B**.*

### SECTION 3 REQUIREMENTS- (Applies to Contractors and Consultants)

A requirement of all Contractors performing work at the Kentucky Courts project site is to offer new hire job opportunities for this contract through the projects Section 3 hiring program.

The Section 3 requirement is designed to provide current or former residents of DCHA public housing with the training and the employment opportunities through which they can gain the skills and job experience that will enable them to develop a career and become economically self-sufficient. Preference will therefore be given Section 3 plans that provide quality work experience rather than a large quantity of job opportunities.

If the Contractor assesses that this particular DCHE contract/project does not provide an opportunity to provide residents with quality training and employment opportunities, DCHE encourages the Contractor to commit to providing such opportunities on other worksite(s) already secured by the Contractor. Each Section 3 Plan will be rated on quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers.

The Contractor must provide a Section 3 Plan along with their bid proposal. This plan includes a brief narrative description of training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks and the estimated total hours of those tasks under this contract - complete the Section 3 Commitment Form enclosed with this bid solicitation (**Attachment C**). If the Contractor chooses to provide training and/or employment opportunities on work site(s) other than the site of this contract, the Contractor must provide evidence of other secured work along with the detailed Section 3 Plan. The Prospective Offeror must

DCHE recognizes that the Prospective Offeror is seeking trainees and/or employees that meet certain requirements. In order to better facilitate this goal all efforts to hire to meet the Contractors Section 3 goals must be coordinated through the DCHA Section 3 coordinator for the Kentucky Courts project – DCHE will forward contact name and number as required. Only those residents hired through the Section 3 coordinator are eligible.

As part of this contract the Contractor will also be required to sign a First Source Agreement with the DC Department of Employment Services.

#### Non-Compliance Procedures



Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant.

After a determination by DCHE and/or DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHE shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-complaint shall meet with DCHE within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHE shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHE within thirty (30) calendar days DCHE may impose any or all of the following sanctions:

- (a) withholding payments;
- (b) termination for default or suspension of contract; or
- (c) placing the Contractor on a list of Contractors who fail to comply with DCHA Section 3 requirements.

#### **AFFIRMATIVE ACTION PROGRAM:**

If requested, the respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Time Tables (G&T), in accordance with the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986.

#### **TERM OF CONTRACT**

The term of the contract will be from the date of execution of a finalized contract document through September 1, 2010. The contract amount shall not exceed \$100,000.00 in accordance with

#### **EVALUATION:**

The proposed respondent shall submit a completed proposal in accordance with the proposal format as outlined below:

#### **PROPOSAL FORMAT**

All proposals submitted for consideration will be reviewed by DCHE, and the Respondents receiving the highest rating, based on the criteria below, will be selected as being the most capable of providing the services in a manner that is

most advantageous to DCHE, cost and other factors considered. **Please note the proposal format shall not exceed a maximum of ten (10) pages.** DCHE may reject any or all proposals that are determined not to be in DCHE's best interest. In addition, DCHE reserves the right to waive any informalities, or minor irregularities, if it serves DCHE's best interests in doing so.

Proposals shall be submitted with **one (1) original along with four (4) copies.** Proposals shall be marked **"RFQ No.: DCHE- 2010-03, GEOTECHNICAL ENGINEERING SERVICES for Kentucky Courts Garden & Park".**

The proposal shall be divided into sections marked as follows:

1. Cover Letter
2. Firm Overview
3. Narrative
4. Proposed Project Team
5. Outlined Management Plan
6. Cost breakdown categories including:
  - Geotechnical investigations;
  - Soil laboratory testing;
  - Geotechnical engineering analysts and report;
  - Post-Construction service costs;
  - If applicable, any additional services
7. Evidence of Liability Insurance
8. Supporting Materials

At a minimum, these sections should contain the following:

1. Cover Letter – signed by the principal-in-charge.
2. Firm Experience – list up to three relevant assignments, which best demonstrate your firm's competence to perform work similar to that likely to be required by this letter solicitation. The more recent such projects, the better. Consideration will be given to projects, which illustrate the respondent's capability for performing work similar to that being sought.
3. Narrative documenting a full understanding of the Scope of Work
4. Proposed Project Team – List the individuals and their duties from your firm, which will be assigned, to this contract to include resumes
5. Management Plan and response to the requirements of this Letter Solicitation, including the element experience of key on-site personnel, back up to on-site personnel, quality control, and current workload.
6. A fee proposal based on the scope of work and industry standards
7. Evidence of Errors and Omissions Insurance – Provide evidence of the insurance, which will apply to this contract.
8. Supporting Materials – Provide materials, which you deem useful in further helping the evaluation team, determine your qualifications. The evaluation factors should guide your supporting materials.



## **EVALUATION FACTORS**

1. Firm Experience and Qualifications, particularly in professional services programs as identified in the scope of services. (Weighted Factor 30 points)
2. Knowledge of Federal laws and regulation where such knowledge is necessary for the proper performance of the contract. (Weighted Factor 20 points).
3. Ability to communicate to monitoring body and to work in partnership with DCHE staff and consultants. (Weighted Factor 25 points)
4. Management Plan and response to the requirements of this Letter Solicitation, including the element experience of key on-site personnel, back up to on-site personnel, quality control, coordination and current workload. (Weighted Factor 25 points)
5. Hourly Rates for work to be performed in accordance with the requirements of the proposed contract. (Non Weighted factor applied)

## **RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS**

- (1) The DCHE will make an award to the responsible bidder, whose offer conforms to the solicitation and is most advantageous to the DCHE (i.e., that which represents the best value to the DCHE), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost must be considered reasonable and must reflect the proposed technical approach.
- (2) The DCHE may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the DCHE.

**ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHE, TECHNICAL AND COST FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN THE BEST INTEREST OF DCHE.**

**IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT IS IN DCHE'S BEST INTEREST TO DOING SO.**

### **PROTEST PROCEDURES**

Any party involved in a dispute with DCHE related to a procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner in accordance with the applicable local or Federal law. The protestor, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

### **DEFINITIONS**

**Contracting Officer.** The person within DCHE duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHE.

**Executive Director.** The Executive Director of DCHA.

**Federal agency.** Unless otherwise defined, the United States Department of Housing and Urban development (HUD).

**General Counsel.** The General Counsel of the District of Columbia Housing DCHA.

**Protestor.** Any respondent to a solicitation made by DCHE who has submitted a bid, quotation or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair (biased) manner.

### **PROCEDURES**

Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten Calendar days of contract award by the Contracting Officer of DCHE, or the protest will no be considered, unless a different time period has been established in the contract, if applicable. In such cases the time period set forth in the contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint, include costs, if any, being sought by the Protestor, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.



The Contracting Officer, upon receipt of the formal protest or complaint, shall review the merits of the protest and render a decision, in writing, to the Protestor. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the Protestor and DCHE's knowledge of the circumstances, and include instructions for further action the Protestor may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within fifteen (15) days of receipt, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protestor does not agree with the decision rendered, then the Protestor may submit a formal request to have the dispute resolved by the Executive Director. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The Executive Director shall respond to protests submitted in a timely manner, within ten (10) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Executive Director, or any designee, fails to respond to a timely filed appeal, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to the District of Columbia Contract Appeals Board (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Executive Director. Any appeals to CAB shall conform to all such applicable statutes, rules and regulations established under District of Columbia law.

All protests, except those directed to the CAB, shall be addressed to the Contracts and Procurement Administration of the DCHE. The address is as follows:

DC Housing Enterprises  
Contracts and Procurement Administration  
1133 North Capitol Street, N.E. Room 300  
Washington, D.C. 20002-7599  
Attn: Angel Reynolds

DCHE shall, in all instances, promptly disclose information to the Federal agency related to any protests or complaints. However, failure to promptly notify the Federal agency of such matters does not relieve the Protester of the responsibility to comply with the administrative procedures presented herein.

**SUBMISSION DEADLINE:**

All responses to this request for proposals must be **RECEIVED** no later than **Friday, February 26, 2010 at 2:00 P.M. (ET)** and may be submitted by **US mail, hand delivery, electronic mail (e-mail) or via overnight delivery:**

DC HOUSING ENTERPRISES  
1133 North Capitol Street, NE, Room 147  
Washington, D.C. 20002-7599  
Attn: Angel Reynolds  
**Geotechnical Services-RFQ: 2010-03**

**PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.**

If you have any questions concerning this matter, contact the issuing office at (202) 535-1445, or by facsimile at (202) 535-2573 or by e-mail [areynold@dchousing.org](mailto:areynold@dchousing.org). All Section 3 inquiries should be directed to Simone Martz at [smartz@dchousing.org](mailto:smartz@dchousing.org).

**TO DOWNLOAD ATTACHMENTS, PLEASE GO TO**  
[www.dchousingenterprises.org](http://www.dchousingenterprises.org)